

BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION

No. 764-09

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN CAPE MAY COUNTY AND THE COUNTY PROSECUTOR  
AND P.B.A. LOCAL 59, POLICE BENEVOLENT ASSOCIATION  
(Covering the Captain and Lieutenants)**

**WHEREAS**, an agreement has been reached by and between the County of Cape May and the County Prosecutor and the P.B.A. Local 59, Police Benevolent Association covering the Captain and Lieutenants, for the period January 1, 2009 through December 31, 2012, and it is desired to authorize the execution of a formal written contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between Cape May County, the County Prosecutor and the P.B.A. Local 59, Police Benevolent Association, covering the Captain and Lieutenants, in the form attached hereto and by this reference made a part hereof as Schedule "A".

STATEMENT

This Resolution authorizes a labor contract with the Police Benevolent Association, (P.B.A.) Local 59, covering the Captain and Lieutenants in the Office of the County Prosecutor, for the period of January 1, 2009 through December 31, 2012.

cc: P.B.A. Local 59  
Prosecutor's Office  
County Treasurer  
Human Resources and Training  
File: Prosecutor/P.B.A. Local 59 (Capt/Lts.)

STATE OF NEW JERSEY } ss:  
COUNTY OF CAPE MAY }  
I, Stephen O'Connor, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 13th day of

October 20 09

Signed,

Clerk of the Board /mm

RECORD OF VOTE

Freeholders Ayes Nays Abstain Absent Moved Second

Freeholders	Ayes	Nays	Abstain	Absent	Moved	Second
Mr. Beyel	✓					✓
Mr. Thornton	✓					
Mr. Sheets	✓					✓
Mr. Desiderio	✓					
Mr. Balley	✓					

✓-Indicates Vote Moved-Resolution Offered Second-Resolution Seconded

**AGREEMENT**  
**BETWEEN**  
**CAPE MAY COUNTY**  
**CAPE MAY COURT HOUSE, NEW JERSEY**  
**and**  
**COUNTY PROSECUTOR**  
**OF THE COUNTY OF**  
**CAPE MAY**  
**and**  
**P.B.A. LOCAL 59**  
**POLICE BENEVOLENT ASSOCIATION**  
**(Covering the Captain and Lieutenants in**  
**the Office of the County Prosecutor)**  
**COVERING THE PERIOD**  
**JANUARY 1, 2009**  
**THROUGH**  
**DECEMBER 31, 2012**

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## PREAMBLE

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the **COUNTY OF CAPE MAY**, in the County of Cape May, New Jersey (hereinafter called the "County") and the **COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY** (hereinafter called the "Prosecutor") and **"P.B.A." LOCAL 59, POLICE BENEVOLENT ASSOCIATION** (hereinafter called the "P.B.A." or "Association") represents the complete and final understanding on all the bargainable issues between the parties.

## ARTICLE ONE

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; to prescribe the respective rights and duties of the parties; and, to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the peoples of the County of Cape May.

## ARTICLE TWO

### RECOGNITION

The County and the Prosecutor hereby recognize Local 59 Police Benevolent Association as the sole and exclusive collective bargaining representative for all regular full-time employees holding the title of Lieutenant of County Detectives, Lieutenant of County Investigators, Captain of County Detectives, and Captain of County Investigators and employed by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees Relations Act of the State of New Jersey and all other applicable law.

All professional employees, confidential employees and managerial executives (such as Chief of County Detectives) are specifically excluded from this contract.

### **ARTICLE THREE**

#### **MANAGEMENT RIGHTS**

A. The parties acknowledge that the Prosecutor is vested with the rights and responsibility under the Laws of the State of New Jersey to manage the Cape May County Prosecutor's Office to include the following rights:

1. To determine the standards of service to be provided by the Cape May County Prosecutor's Office;
2. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;
3. To determine the standards and qualifications for employment of all employees;
4. To discipline employees according to law including suspension, demotion, termination or other appropriate disciplinary action;
5. To direct the activities of all employees including content of work assignments;
6. To generally exercise complete control over the organization and operation of the Cape May County Prosecutor's Office.

B. Nothing contained herein shall be construed to deny or restrict the County of its power, rights, authority, duties and responsibilities under the laws of the State of New Jersey.

### **ARTICLE FOUR**

#### **DEFINITIONS**

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicate otherwise:

Permanent employee - means an employee who has acquired Civil Service permanent status in his position after the satisfactory completion of a working test period.

Temporary employee - means persons hired in cases of emergency only for a period of not more than two (2) months, which two (2) month period of employment may be extended for a maximum of an additional two (2) months if the emergency is shown to continue.

Provisional appointment - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

Part-time employee - an employee whose regular hours of duty are less than the regular and normal workweek for the class or agency.

Seasonal - employees who are hired for the same short period of time during the year.

Retired employees - employees who retire from a State administered retirement system.

Dependents - include employee's spouse and any employee's unmarried children (including any step-children, legally adopted children and foster children) dependent upon employee for complete support and maintenance and who have been reported for insurance from birth until 23 years of age under the current medical plan which may change during the life of this contract to 19 years of age unless a full time student attending an accredited college. Persons insured as employees are not included as dependents.

Immediate family - means father, mother, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Overtime - means all hours worked in excess of normal scheduled hours.

Grant employees - means persons who are employed to fill positions funded wholly or at least fifty (50%) percent by State or Federal grants.

C.E.T.A. employees - means persons who are hired to fill positions funded by the Federal Comprehensive Employment Training Act.

Anniversary date - date of hire or date of most recent title change or promotion.

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

#### A. Definition.

The term grievance, as used herein, means any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions which affect the terms and conditions of employment of an employee.

#### B. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.
3. Any grievance may be raised by any employee or by the Association.

#### C. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

##### Step One:

1. An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within five (5) working days after its occurrence to the P.B.A. representative and with a copy to the Prosecutor and Chief of County Detectives and a copy to the County's Personnel Officer. Having completed this, an earnest effort should be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.
2. The Chief of County Detectives shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

**Step Two:**

1. In the event a satisfactory settlement has not been reached with the Chief of County Detectives, the employee may appeal his grievance to the Prosecutor within five (5) working days following receipt by the employee of the written determination of the Chief. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.
2. The Prosecutor shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for grievances involving interpretation and application of the provisions of this contract.

D. Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within five (5) days after the determination by the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C., however, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Association. Any additional costs shall be paid by the party incurring same.

E. Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the P.B.A. may be present at such hearings and provided further that no settlement with any such employee shall violate this Agreement.

## ARTICLE SIX

### VEHICLES

- A. All vehicles assigned to the Prosecutor's Office will be full size vehicles (not compacts).
- B. All new vehicles hereafter purchased or assigned to the Prosecutor's Office shall be air-conditioned and contain AM/FM radios.
- C. It shall be the responsibility of each Lieutenant or Captain to immediately report any defective vehicle to their immediate supervisor.

D. In the event the Prosecutor or his designee determines that a vehicle is in unsafe operating condition, said vehicle shall be removed from service and repaired.

E. It shall be the obligation of the Lieutenant or Captain assigned to a vehicle to keep same in good operating condition and to see that preventative maintenance is performed periodically.

## ARTICLE SEVEN

### P.B.A. REPRESENTATIVES

A. Accredited representatives of the P.B.A. may enter the County facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.B.A. decides to have its representatives enter the County facilities or premises, it will request such permission from the Prosecutor or his designee and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. One (1) P.B.A. Representative may be elected to represent the P.B.A. in grievances with the Prosecutor. Each department shall elect its steward and the P.B.A. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of representatives. There shall be one (1) Chief Representative who shall be elected by the committee of the Local P.B.A.

C. The County and the Prosecutor agree to give time off the job with pay for P.B.A. Representatives performing their union duties. The P.B.A. agrees to take all steps necessary to ensure that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

D. Pursuant to N.J.S.A. 40A:14-177, the Prosecutor agrees to grant a leave of absence with pay to the duly authorized representatives of P.B.A. Local 59, Police Benevolent Association, to attend any state or national convention of such organization. A certificate of attendance to the state or national convention shall be

submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

## ARTICLE EIGHT

### HOURS AND OVERTIME

#### Section 1. Hours.

For all employees in the Prosecutor's Office who hold the title of Lieutenant of County Detectives, Lieutenant of County Investigators and Captain of County Detectives (or Invstigators), the basic workday shall be eight (8) hours per day, forty (40) hours per basic workweek scheduled Monday through Friday inclusive.

In emergent situations, the employees covered hereunder shall be subject to recall to duty at such time, places and duration as shall be reasonable and fair and has been the prior practice directed by the Prosecutor or his designee.

Except in emergency situations, the Prosecutor shall endeavor to give each employee at least one-half (1/2) hour prior notice of the assignment. The parties hereto recognize and acknowledge the unique nature of law enforcement work and agree that for all purposes the one-half (1/2) hour notice provision set forth above is reasonable and fair.

#### Section 2. Overtime.

It is agreed by the parties herein that as supervisory officers (Lieutenant and Captain of County Detectives) there will be no compensation for hours worked beyond the regular forty (40) hour workweek for the duration of this Agreement, except as set forth below.

#### Section 3. Compensation in Lieu of Overtime.

Deleted

#### Section 4. Outside Funding Sources.

It is agreed by the parties herein that the language contained in Section 2. Overtime and Section 3. Compensation in Lieu of Overtime above would not prohibit the Captain or Lieutenants from participating in any law enforcement related detail, involving hours beyond the regular forty (40) hour workweek, nor their receiving compensation for such hours, providing that the funding source is other than the County.

## ARTICLE NINE

### HOLIDAYS/ADMINISTRATIVE DAYS

A. The following holidays shall be recognized:

1. New Year's Day	8. Columbus Day
2. Martin Luther King Day	9. Veteran's Day
3. President's Birthday	10. General Election Day
4. Good Friday	11. Thanksgiving Day
5. Memorial Day	12. Day After Thanksgiving Day
6. Independence Day	13. Christmas Day
7. Labor Day	14. Three (3) Administrative Days

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall not receive any special or overtime pay.

Employees who are scheduled to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules.

C. Whenever a holiday recognized in this Article is decreed to be a normal workday by an official of the State or County courts, the employee so scheduled shall be granted a day off with pay at a later date within the calendar year.

D. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday.

E. Administrative leave days are to be used by the employee for personal reasons and subject to the following conditions: An administrative leave day shall be granted by the Prosecutor upon three (3) days prior request of the employee submitted to the Prosecutor or his designee. Said request shall be granted, at the discretion of the Prosecutor, as long as the employee's absence can be granted without interference with the proper conduct of the department. Administrative leave days shall not accumulate, but must be used in the calendar year. Administrative leave days are earned on a pro-rated basis. New employees shall only receive one (1) administrative leave day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) administrative leave days. An employee who leaves County service before the end of a calendar year shall have his or her administrative leave days pro-rated, based upon time earned. An employee shall reimburse the County for paid administrative leave days used in excess of his or her pro-rated entitlement. Proration does not apply to Prosecutor directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May Prosecutor's Office.

F. To be entitled to Holiday Pay, an employee must be present the last scheduled workday prior to the holiday and the first scheduled workday after the holiday except for a bona fide authorized absence as approved by the County Prosecutor or his designee. Employees who work on the holiday but take undocumented sick time the day before or after the holiday shall forfeit the additional day off. Employees who are regularly scheduled off on a holiday will not be affected by this provision.

G. If an employee is absent due to illness on the next workday preceding the holiday, or the day following the holiday, that employee must present a Physician's written excuse to the department head to be entitled to the Holiday pay.

H. With the approval of the County Prosecutor or his designee, sick time may be taken in hourly increments.

## ARTICLE TEN

### VACATIONS

A. (1) Annual vacation leave with pay shall be granted to employees according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
1 <sup>st</sup> year	1 per full month employed
2 <sup>nd</sup> - 5 <sup>th</sup> year	12 annually
6 <sup>th</sup> - 10 <sup>th</sup> year	13 annually
11 <sup>th</sup> - 15 <sup>th</sup> year	15 annually
16 <sup>th</sup> - 20 <sup>th</sup> year	17 annually
21 <sup>st</sup> - 25 <sup>th</sup> year	20 annually
25 + years	25 annually

(2) Effective January 1, 2009, all employees will be provided under the following vacation leave:

- a. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1<sup>st</sup> through 8<sup>th</sup> day of the calendar month and one-half (½) working day if they begin on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.
- b. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service.
- c. Thereafter, employees shall receive paid vacation leave as follows:
  1. From the beginning of the first full calendar year of

employment and up to five (5) years of continuous service – twelve (12) working days;

2. After five (5) years of service and up to ten (10) years of continuous service – thirteen (13) working days; and,

3. After eleven (11) years of service and up to fifteen (15) years of continuous service – 15 working days; and,

4. After sixteen (16) years of service and up to twenty (20) years of continues service – 17 working days; and

5. After twenty (20) years of continuous service – twenty (20) working days.

6. After twenty five (25) years of continuous service – twenty five (25) working days.

d. Continuous service shall mean employment for the County without actual interruption due to resignation, retirement or removal. Periods of employment before and after suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay (except for military leave) shall not be included in calculating years of continuous service.

e. Part-time employees shall be entitled to a proportionate amount of paid vacation leave. Vacation leave not used in a calendar year

because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave.

An employee who exhausts all paid leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

- f. With approval of the Prosecutor, vacation time may be used in hours.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. **Up to one year (1) of vacation time** may be carried forward into the next succeeding year only.

C. Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the County. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County service before the end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused vacation leave. Proration does not apply to County directed layoffs, disability retirement, or to employees who terminate employment with seven (7) years of service or more with the County of Cape May. An employee who exhausts all paid vacation leave in any one (1) year shall not be credited with additional paid vacation until the beginning of the next calendar year. Upon the death of the employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on suspension or on leave of absence without pay.

D. Vacation time will be granted to employees based on their number of years in the NJ PERS or PFRS Pension System.

## ARTICLE ELEVEN

### HEALTH BENEFIT PROGRAM

The County will provide a Health Benefit Program which includes the following coverages:

A. A Hospitalization/Surgical Medical Benefit Plan subject to a One Hundred (\$100.00) Dollar co-payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual deductible/\$400.00 aggregate deductible with 80% co-insurance up to \$2,500.00.

C. An eye care coverage plan for all Employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all Employees and their dependents with an \$12.00 co-pay for non-formulary or non-generic drugs. A \$8.00 co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the Employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$16.00 co-pay with a \$10.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply.

E. A disability coverage insurance plan with benefits of \$150.00 per week for a period of twenty-six weeks (26) will be provided. Coverage under this program will begin when the Employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period.

Employees will only be entitled to this \$150.00 amount for an aggregate total of twenty-six (26) weeks

for the life of this Agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to Employees under this plan shall be denied and shall at any time be denied or discontinued by the County in any of the following events:

1. It finds said Employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.
2. Employee is found not to be disabled as herein provided.
3. Employee is found to be employed for wage, profit or gain for any employer other than the County.
4. Employee resigns or is terminated for cause.
5. No Employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:
  - (a) Chronic alcoholism or use of stimulants, drugs or narcotics, except as prescribed by a Physician, or as specifically mandated under the A.D.A.
  - (b) Committing unlawful acts.
  - (c) Being engaged in some other business or occupation for profit.

F. Life Insurance coverage for each Employee in the amount of \$5,000.00. The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to its employees.

G. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per year.

H. In order to contain the rising costs of Health Benefits, anytime within the life of this agreement the current employee co-payments toward emergency room treatments may be increased to a ceiling of \$50.00.

For employees enrolled in the alternate Plan, doctor's office visits may be increased to a ceiling of \$20.00. For employees enrolled in the basic plan, doctor's office visits may be increased to a ceiling of \$10.00.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the Employee, including where applicable, dependent coverage. Coverages provided to retiring employees shall be subject to the same provisions, including but not limited to co-payments required from active Employees.

For all retired employees, the County reserves the right to require eligible individuals to carry Medicare A and B as its primary insurance. In lieu of the county's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. If a supplemental insurance program is chosen, the County will reimburse the individual the cost of the plan. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. It is understood that any changes to the plan will continue to provide a level of coverage that is on balance appreciably comparable to the current coverage.

The opt-out amount for active and retired Employees will be \$1,500.00 per year.

1. For purposes of the determination of which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the Employee or retiree who has the first birth date in the year will be designated the policyholder and the Employee or retiree with the second birth date in the year will receive the opt-out payment.
2. Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

J. In the event of death of a full-time Employee of the County, whether active or retired (if the Employee was receiving coverage as per the provisions of the Agreement), the Employee's spouse and

dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the Deceased Employee's length of service with the County immediately prior to death as follows:

1. Employees with more than five (5) years and less than ten (10) years of service -- Spouse/family would have one (1) additional year of coverage.
2. Employees with more than ten (10) years of service, but less than twenty-five (25) years of service -- two (2) years of additional coverage.
3. Active and retired Employees with twenty-five (25) or more years of service -- three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

K. All eligible employees will be enrolled in a Health Benefit program selected by the County. As of January 1, 2009 the selected plan will be Direct 5 of Horizon Blue Cross and Blue Shield. Employees with a salary of \$50,000 or greater will be responsible to contribute toward the premiums of their health insurance \$23.08 per pay for family coverage and \$18.46 per pay for single coverage. Employees with a salary of less than \$50,000 will be responsible to contribute \$16.00 per pay for family coverage and \$12.00 per pay for single coverage.

L. Employees who can certify other health care coverage not provided by the County's Insurance Program may elect to opt-out of coverage and receive a payment of \$2,500.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the Employee. Checks for opting out will be issued on or about December 1st of each year.

M. The County will pay an Employee, who opts out of Health Benefit coverage but wishes to retain the prescription plan, \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the Employee.

N. In the event a husband and a wife are both employed by the County, Health Care Insurance coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The in lieu of coverage amount will be \$1,500.00. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the Employee who has the first birth date in the year will be designated the policyholder and the Employee with the second birth date in the year will receive the opt-out payment.

O. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current Employees receiving health benefits with less than the thirty-five (35) hour requirement will be "grandfathered" and continue to be covered by the County Health Benefits.

P. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages.

Q. In the event an Employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the Employee may apply for a leave of absence and such leave will not be unreasonably denied.

R. When major discipline of sixty (60) days or more of a suspension is imposed, the affected employee will be responsible to pay their own health insurance cost at the COBRA rates. The County will continue the health care coverage until the employee returns. If the employee does not pay the County for their

health care costs during the suspension, their wages will be reduced when they return by One Hundred (\$100.00) Dollars per pay period until the COBRA amount is fully paid. In the event that both the suspended employee and a spouse have county benefits, the employee must pay the single COBRA rate.

S      Accidental Disability Health Benefits: When an officer is retired due to an accidental disability resulting from his official duties and such disability is in accordance with the provisions of specific State pension guidelines, the County will continue to provide his/her existing health benefit package for up to up to five (5) years for employees with less than ten (10) years of service and ten (10) years of coverage for employees with ten (10) to nineteen years of service or until another plan becomes effective. If an employee with twenty (20) or more years of service is retired because of an accidental disability, they will receive health benefits up to the age of Medicare eligibility.

T. The County shall continue a health benefit program for employees under this particular Collective Bargaining Agreement for employees who have retired after 25 years of service or more of service credit in the New Jersey Police and Fire Retirement system until the death of the employee, including where applicable, dependent coverage. The period of time a County Detective/Investigator has been employed by any State, County or municipal police department or County prosecutor's office as well as any federal Service that is recognize by the New Jersey police and Fire Retirement System, may be counted cumulatively as "service with the employer" for the purpose of qualifying for payment of health insurance premiums by the County under this provision. The retiring employee must have at least 15 years of service with the Cape May County Prosecutor's office and must not be otherwise eligible for any other hospitalization/surgical medical benefit plan either through subsequent employment or through a spouse with employment coverage that includes the retiree. If other coverage ceases, then the retired employee would be eligible to re-enroll in the County plan. If a retired employee is eligible for coverage under this provision, then he/she must on a yearly basis certify with the Department of Human Resources that no other hospitalization/surgery medical benefit plan available through

subsequent employment or a spouse employment coverage that includes the retiree. Failure to provide this certification can result in a denial of coverage by the County. This provision was retroactive to the last contract effective August 1, 2007.

## **ARTICLE TWELVE**

### **ARTICLE TWELVE**

#### **SICK LEAVE**

##### **A. Service Credit for Sick Leave.**

1. All employees shall be entitled to sick leave with pay as specified hereunder.
2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

3. With approval of the County Prosecutor or his designee, sick time may be taken in hourly increments.

**B. Amount of Sick Leave.**

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. Temporary, provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

**C. Reporting of Absence on Sick Leave.**

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified prior to the employee's starting time.

2. Failure to so notify the Prosecutor or his designee may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

4. With approval of the Prosecutor, sick time may be taken on an hourly basis.

**D. Certification of Sick Leave.**

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days or totaling more than ten (10) days in one calendar year, may be required to submit acceptable medical evidence substantiating the illness. Any abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The County and/or the Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

4. Beginning January 1<sup>st</sup>, 2009, an employee who has used seven (7) medically undocumented sick days will be required to remain at their residence or other approved location for every other sick day used for the balance of that year. Any employee leaving their residence or other approved location shall notify their supervisor of the reason for leaving as well as their destination. The employee shall notify their supervisor upon returning home or to their other approved location. Medical documentation is defined as an original, signed physician's prescription note or letterhead document from a licensed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physicians care.

**E. Sick Leave Payment at Retirement or Resignation.**

Upon resignation in good standing after ten years of service or retirement from the pension system, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$15,000.00.

Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the Fifteen Thousand (\$15,000) Dollar limit. Sick days that are documented with a doctor's certificate shall be credited toward the ten-day accumulation for purposes of this provision.

**F. Undocumented Sick Leave**

Beginning January 1, 2010 employees who have used seven (7) or more medically undocumented sick days from January 1, 2009 will not receive their salary increase until July 1, 2010. Medical documentation is defined as an original, signed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physician's care.

**ARTICLE THIRTEEN**

**DISABILITY LEAVE**

The County shall provide the same benefits with respect to disability leave as provided to non-supervisory County Detectives, Investigators and Sergeants.

**ARTICLE FOURTEEN**

**LEAVES OF ABSENCES**

- A. Permanent employees covered by this contract shall be entitled to pregnancy disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.
- B. Request for such leave must be made by the employee in writing to the County.
- C. The County may request and receive acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.
- D. An employee may use accrued leave time (e.g. sick, vacation, personal days) for disability

purposes; however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy.

#### LEAVES OF ABSENCE WITHOUT PAY – GENERAL

A. A permanent full-time employee covered by this Agreement may be granted leave of absence without pay upon written application to the County Board of Chosen Freeholders.

1. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins, and the probable date of return.
2. Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

#### MILITARY LEAVE

A. Leave of absence for military service will be granted in accord with applicable State and Federal law.

#### EMPLOYMENT DURING LEAVE PERIOD

A. Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary judgment. Leaves shall be granted or denied in writing.

#### MEDICAL/FAMILY LEAVE

A. Medical/Family Leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations promulgated pursuant to those statutes, as well as the Family Leave Policy adopted by the County of Cape May.

1. Under the provisions of these statutes, an employee is entitled to twelve (12) weeks of leave during a twelve (12) month or twenty-four (24) month period, whichever is

applicable. Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child, or parent-in-law.

2. The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the provisions of each applicable statute, the regulations issued for each applicable statute and judicial decisions interpreting the requirements of each statute.
3. The County will issue a County Family Leave Policy in accordance with this Article.

#### **NEW JERSEY PAID FAMILY LEAVE**

The County reserves the right to require employees to exhaust any sick time, vacation time, or compensatory time permitted by statute before being eligible under this leave provision.

### **ARTICLE FIFTEEN**

#### **EDUCATION DEGREE STIPEND**

Employees who have earned their Master's Degree without receiving any County tuition reimbursement shall receive compensation of \$2,000.00 added to the base salary upon successful completion of a program that has been previously approved by the Prosecutor. It is understood that the Master Program or Degree must have tangible benefits to the employee's position in the Prosecutor's Office. Employees who hold a Master's Degree prior to the signing of this Agreement may be entitled to the stipend if the Prosecutor determines that such degree brings a tangible benefit to the employee's position. It is understood that the decision to grant either past or future education stipends is at the sole discretion of the Prosecutor and the County based on the determination of benefits to the position.

## ARTICLE SIXTEEN

### FUNERAL LEAVE

- A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days for the death of current spouse, children and step-children.
- B. Four (4) days for parents and siblings.
- C. Three (3) days for grandchildren, step-parents and grandchildren.
- D. One (1) day, if necessary, for the death of: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.
- E. At the Prosecutor's sole discretion, employees may be permitted to use up to three sick days in special circumstances for funeral leave for other individuals.
- F. In the event that the services for the deceased are held out of State, the employees may charge any additional days in excess of the days provided above to accrued sick leave, vacation or compensatory time at the discretion of the Prosecutor.
- E. Request for funeral leave shall be subject to approval of the Prosecutor. Such approval shall not be unreasonably denied. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

## ARTICLE SEVENTEEN

### SALARIES AND COMPENSATION

- A. The wages for employees hereunder shall be as provided in Exhibit "A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate resolution to be adopted by the County. The wages outlined in accordance with Exhibit "A" attached hereto shall be the wages paid to all employees employed as of the date of the signing of this Agreement

B. Wages paid to employees hereunder shall be retroactive to January 1<sup>st</sup> of each respective year of this Agreement, as set forth in Exhibit "A" attached, except that no employee shall be entitled to the increased salaries set forth on Exhibit "A" unless such increase has been approved by the Prosecutor in accordance with the Prosecutor's annual Merit/Evaluation System. Additional compensation as identified in Article Eight, Section 3 is included in this salary guide.

C. The amount of each payroll check shall be determined by dividing the yearly salaries of each employee by the number of pays in that calendar year. For example, in the normal year where there are 26 pays, the employees' yearly salaries shall be divided by 26 to determine the employees' pay for each paycheck. In the unusual year where there are 27 pays, the employees' salaries shall be divided by 27 to determine the employees' pay for each paycheck.

D. Employees who have received a major discipline of sixty (60) or more days of suspension will not be entitled to their next annual increase pursuant to the salary guide referenced in this Article and attached as Exhibit "A."

## ARTICLE EIGHTEEN

### LONGEVITY PAY

No longevity pay is payable to any employee covered by this Agreement.

## ARTICLE NINETEEN

### SHIFT DIFFERENTIAL

During the tenure of this Agreement, there shall be no shift differential provided in any departments covered by this Agreement.

## ARTICLE TWENTY

### BULLETIN BOARD

Bulletin boards shall be made available by the County and shall be designated "P.B.A. Bulletin Boards". These bulletin boards may be utilized by the P.B.A. for the purpose of posting P.B.A. announcements and other information of a non-controversial nature. The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

## ARTICLE TWENTY-ONE

### COUNTY WEATHER POLICY

A. It is understood that regardless of the weather, all County Employees are expected to report to work. If the Prosecutor or his designee determines that the specific duties of individual Employees are not absolutely required on a foul weather day, the Employee may be permitted to use a vacation day, comp time or personal day instead of reporting to work. Employees without any vacation, personal or comp time will not be paid for the day.

B. The County has the unilateral decision in determining if specific Employees have assignments that require them to report to work. Said Employees are expected to report to work on time and must be prepared to stay after their work period in the event of an emergency. Employees required to work who are given permission to report late to their assignments will be required to either work later to finish their full day or use vacation, personal or comp time for the difference. Employees without any vacation, personal or comp time will not be paid for the period of time.

C. Unclassified Closing. It is understood that except for the identified holidays contained in this Agreement, if County Government is closed for a specific period of time for whatever reason, Employees will

be required to use either vacation, comp or personal time if they choose to be compensated. Employees without any vacation, personal or comp time will not be paid for the period of time.

## **ARTICLE TWENTY-TWO**

### **WORK RULES**

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided the same are not contrary to this Agreement and further provided that the P.B.A. shall have the right to grieve with reference to same within ten (10) working days after the same are posted or disseminated and/or copy sent to the P.B.A.

## **ARTICLE TWENTY-THREE**

### **NO-STRIKE PLEDGE**

A. The P.B.A. covenants and agrees that, during the term of this Agreement, neither the P.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.B.A. agrees that any such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the Civil Service law, where applicable.

C. The P.B.A. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this Agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.B.A. or its members.

#### ARTICLE TWENTY-FOUR

##### NON-DISCRIMINATION

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, gender, age, marital status, religion or natural origin, Ancestry, Nationality, Marital or Domestic partnership status, disability, Liability for Military service, Affection or sexual orientation, Atypical cellular or blood trait, genetic Information (including the refusal to submit to genetic testing).

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

#### ARTICLE TWENTY-FIVE

##### FAIR LABOR STANDARDS ACT

It is acknowledged that, commencing on April 15, 1986, the County may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to certain employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

- A. The exercising of any election or option available to it under FLSA or the regulations;
- B. The awarding of compensatory time in lieu of monetary compensation for overtime;
- C. The establishing of procedures to monitor and control hours worked and overtime;
- D. The crediting of any overtime payments pursuant to this Agreement against any overtime obligation incurred under FLSA; and
- E. The establishing of such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA and the regulations promulgated thereunder.

## **ARTICLE TWENTY-SIX**

### **SEPARABILITY AND SAVINGS**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE TWENTY-SEVEN**

### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of

this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE TWENTY-EIGHT**

### **DEDUCTIONS FROM SALARY**

The County agrees to deduct from the salaries of its employees subject to this Agreement, dues for the P.B.A. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the County Comptroller. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the County written notice prior to the effective date of such change. The P.B.A. shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken in the County in reliance upon salary deduction authorization cards submitted by the P.B.A. to the County.

## **ARTICLE TWENTY NINE**

### **LIABILITY INSURANCE**

- A. The County will maintain liability insurance coverage for employees who are named in civil suits, in which bodily injury, property damage or personal injury is alleged to have occurred as a result of the employees actions in the performance of his/her duties while on duty. Said coverage will indemnify the employee for a judgment against the employee, within terms of the policy that is attached hereto, and not to exceed the policy limits that will be at a minimum \$1,000,000.
- B. Upon receipt by the Employer of a notice of any claim that may result in a civil action, or is subject to NJSA 59:8-4 which names or infers through the use of John/Jane Doe a law enforcement officer

employed by the Cape May County Prosecutors Office, the Employer will immediately notify said officer(s) and provide the said officer(s) with a copy of any and all documents received on the matter. should the officer be served, he/she shall immediately notify the Employer and provide a copy of all of the documents on the matter.

- C. When a law enforcement officer is a named defendant in any civil action arising out of or incidental to any investigation, arrest or prosecution, the employer shall make a request through the State Attorney General's Office for the officer's indemnification and defense in accordance with Wright v. State, 160 NJ 422 (2001), pending a final determination by the State Attorney's General's Office and to avoid the entry of default judgment against the officer, County Counsel may enter an appearance on behalf of the officer.
- D. in the event that the County cannot represent the officer, the County will provide the officer with another Attorney, licensed in the State of New Jersey with known expertise in the field related to the nature of the civil suit, at their sole cost and expense. the defense of the officer by the County or their named alternative shall be in accordance with the County of Cape May Indemnification and Defense Policy in effect at the date of the civil complaint.
- E. The officer agrees to cooperate fully with the appointed attorney and upon the State Attorney General's Office in rendering a favorable decision to represent the officer, the officer shall immediately consent in writing, to the withdrawal of the previously appointed counsel so that the state Attorney General's Office may continue legal representation in the litigation. The withdrawing attorney shall take reasonably practicable steps to protect the client's interest in accord with the rules of professional conduct.

F. In the event that the State Attorney General's Office declines to represent the officer, the County will continue the defense of the officer as set forth above, through the conclusion of litigation, including the exhaustion of appeals.

## ARTICLE THIRTY

### TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 to December 31, 2012. This Agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred twenty (120) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement. Negotiations shall commence and shall be conducted in accordance with the provisions of the Police and Firefighters Interest Arbitration Statute of New Jersey.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

P.B.A., LOCAL #59  
POLICE BENEVOLENT ASSOCIATION

THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

By: Sign T. Taft

By: Daniel Beyell  
Daniel Beyel, Freeholder Director

Attest:

Attest:

Stephen O'Connor  
Stephen O'Connor, Clerk/Administrator

PROSECUTOR, COUNTY OF CAPE MAY

By: Robert L. Taylor  
Robert L. Taylor, County Prosecutor

**EXHIBIT "A"**

**SALARY GUIDE**  
**(Including Compensation for Article Eight, Section Three)**

	<b>Current</b>	<b>Year 2009</b>	<b>Year 2010</b>	<b>Year 2011</b>	<b>Year 2012</b>
CAPTAIN EUGENE TAYLOR	\$101,111.00	\$105,155.00	\$109,887.00	\$114,283.00	\$118,854.00
FRAME, LYNN	\$95,698.00	\$99,526.00	\$104,005.00	\$108,165.00	\$112,491.00
SUPER, KENNETH	\$95,698.00	\$99,526.00	\$104,005.00	\$108,165.00	\$112,491.00
William Kirkbride	\$95,698.00	\$99,526.00	\$104,005.00	\$108,165.00	\$112,491.00